

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1   35 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DTFASO-08-R-00014	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2/8/08	6. REQUISITION/PURCHASE NO. SO-08-00853
7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION ACQUISITION & REAL ESTATE, TEAM, 55A-G3 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337-2714		8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 4:30 (Hour) local time 3/5/08 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION <b>CALL:</b>	A. NAME KIERSTEN D. SELLERS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-305-5790
-------------------------------------	--------------------------------	---

**11. TABLE OF CONTENTS**

(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	10-24
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2A	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3-4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	25
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	N/A	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	N/A	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENT OF OFFERORS	26-30
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	7	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	31-34
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	8	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	35
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 42.215-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10. CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code) (404) 305-5771	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE SAME AS BLOCK 7		25. PAYMENT WILL BE MADE BY CODE FAA,AMZ-110, PO BOX 25710 OKLAHOMA CITY, OK 73125	
26. NAME OF CONTRACTING OFFICER (Type or print) COLUNTEYA WEEMS		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

33-134

STANDARD FORM 33 (REV. 4-

85)

Prescribed by GSA

PREVIOUS EDITION NOT USABLE

## PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

OF

DTFASO-08-R-00014, Standard Form 1442

2(a)

35

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b><u>SCHEDULE OF BID ITEMS</u></b>				
	<b><u>FOR</u></b>				
	<b><u>TDWR SITE INVESTIGATION AND TECHNICAL ANALYSIS</u></b>				
	<b><u>ALL FAA TDWR SITES, USA</u></b>				
	The work shall include, but is not limited to the following: Perform preliminary HVAC audits and document current HVAC conditions and identify the sites conditions by priority repairs to standard repairs.				
1	PHX TDWR, Phoenix, AZ	1	JB	\$	\$
2	DEN TDWR, Denver International Airport, Denver, CO	1	JB	\$	\$
3	DCA TDWR, Washington International Airport, Washington, DC	1	JB	\$	\$
	FLL, MCO, MIA, PBI, TPA TDWRs, Ft. Lauderdale, Orlando, Miami, West Palm Beach and Tampa, FL	5	JB	\$	\$
5	ATL TDWR, Atlanta Hartsfield Intl, Atlanta, GA	1	JB	\$	\$
6	MDW & ORD TDWRs, Midway and O'Hare Airport, Chicago, IL	2	JB	\$	\$
7	IND TDWR, Indianapolis Airport, Indiana	1	JB	\$	\$
	ICT & MCI TDWRs, Wichita Mid-Continent and Kansas City International Airport, Wichita, KS	2	JB	\$	\$
8	CVG & SDF TDWRs, Cincinnati & Louisville, KY	2	JB	\$	\$
9	MSY TDWR, New Orleans, LA	1	JB	\$	\$
10	BOS TDWR, Logan Int'l Airport, Boston, MA	1	JB	\$	\$
11	ADW & BWI TDWRs, Andrews Air Force Base & Baltimore -- Washington Int'l Airport, MD	2	JB	\$	\$
12	DTW TDWR, Detroit, MI	1	JB	\$	\$
13	MSP TDWR, Minneapolis, MN	1	JB	\$	\$
14	STL TDWR, Lambert International Airport, MO	1	JB	\$	\$
15	CLT & RDU TDWRs, Charlotte/Douglas & Raleigh-Durham, NC	2	JB	\$	\$
16	EWR TDWR, Newark, NJ	1	JB	\$	\$
17	LAS TDWR, McCarran International Airport, NV	1	JB	\$	\$
18	JFK TDWR, John F. Kennedy Airport, NY	1	JB	\$	\$
19	CLE, CMH, & DAY TDWRs, Cleveland, Columbus, and Dayton Airport, OH	3	JB	\$	\$
20	OEX, OKC, PSF, & TUL TDWRs, Aeronautical Center (Academy), Oklahoma City, Program Support Facility, and Tulsa, OK	4	JB	\$	\$
21	PHL & PIT TDWRs, Philadelphia Int'l Airport and Pittsburg, PN	2	JB	\$	\$
22	SJU TDWR, San Juan, PR	1	JB	\$	\$
23	BNA & MEM TDWRs, Nashville & Memphis, TN	2	JB	\$	\$
24	DAL, DFW, HOU, & IAH TDWRs, Dallas Love Field, Fort Worth, Houston Hobby, and Houston Intcontinental, TX	4	JB	\$	\$
25	SLC TDWR, Salt Lake City, UT	1	JB	\$	\$
26	IAD TDWR, Washington - Dulles Airport, VA	1	JB	\$	\$
27	MKE TDWR, General Mitchell Airport, WI	1	JB	\$	\$
28					
	<b>*****OFFERORS SHALL SUBMIT REQUESTED ITEMS IN SECTION L *****</b>	47	JBS		\$
	<b>****OFFERORS SHALL PROVIDE A DETAILED COST BREAKDOWN IN SUPPORT OF THEIR OFFER*****</b>				

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**PART I - SECTION C**  
**SCOPE OF WORK**

**TDWR Site Investigation and Technical Analysis of All FAA TDWR Sites, USA**

**General:**

This document covers the requirements of the Federal Aviation Administration (FAA) for a complete technical analysis of the condition of the HVAC systems serving all the TDWR installations throughout the continental United States.

**Background:**

The existing HVAC units are approximately 10 years old and in some cases older. This places these units at or over their expected useful life expectancy. In order to prioritize the systematic and efficient replacement of these aging units, a site survey is required to document the actual condition of the HVAC systems serving all the TDWR sites. Since some units have already been replaced, and in some cases modifications may have been made, a site survey by a single contractor is necessary to establish a realistic schedule of replacement without defaulting to letting these units fail and replacing them on an emergency basis.

**Location Of Project:**

All Federal Aviation Administration TDWR Sites  
Eastern Service Area Headquarters  
1701 Columbia Avenue  
College Park GA 30337

**Project Description:**

The work shall include, but not be limited to, furnishing all labor, materials, equipment, and services as may be necessary to do a technical and thorough analysis of the condition and configuration of the HVAC systems and their associated components, ancillaries, controls, etc. The entire analysis consists of the following:

1. Examine the arrangement of the HVAC equipment inside and outside the TDWR building and compare to the drawings attached. Note any discrepancies or changes from the drawings.
2. Take temperature readings of all airflows entering and leaving the evaporator and condenser coils. Also, surface temperatures of the refrigerant lines at the condensers and compressors.
3. Record name plate data on all equipment. This shall include motors and assemblies, such as blower coils and condensing units.
4. Check the operation of all manual and motor operated dampers.
5. Take super-heat and sub-cooling readings on the refrigeration circuits. Take pressure and temperature readings on the refrigeration circuits at each of the units.
6. Investigate the control systems and remote monitoring there of.

7. Note physical conditions of each system such as belt tensions, vibrations, presence of dirt, and presence of obstructions in ductwork or plenums and possible leakage from portions of the air distribution systems.
8. Take digital pictures of all HVAC components.
9. Take digital pictures of all related electrical and control equipment.
10. Assess the condition of each piece of TDWR HVAC equipment.
11. Prepare a written report for each site. Report shall include all data mentioned above, nameplate data, pictures, field notes and assessment of condition.
12. After all sites have been visited, rank all sites from 1 to 47 for equipment replacement. Indicate which sites fall into a critical category for immediate replacement. Rank all others in order that replacement should occur.

**PERFORMANCE TIME:**

The Contractor shall complete the entire project including the 47 site investigations, condition determinations and the final report with recommended priorities within 18 months from the date of the notice to proceed.

**SCHEDULE OF WORK:**

All work, on each site, shall be performed during normal daytime hours of 7:30 AM to 4:00 PM unless otherwise approved by the local contact personnel or the Technical Contact. Contractor shall submit a schedule of when each site will be visited, within 15 calendar days from award of contract, for review and approval by FAA.

**DELIVERABLES:**

The report shall consist of a narrative of all the findings, field notes, instrument readings and digital pictures of the HVAC systems and equipment at all 47 sites. Each site should have a separate chapter in the final report for the 47 sites. Arrange the narrative, in each chapter, into at least three parts. Detailed system description, detailed evaluation of the condition, and detailed opinion of the performance of the system. In a separate chapter, list the conclusions and recommendations. An appendix should contain the field notes, instrument readings and summations of the data in chapter arrangement. The report shall be in Word format. Provide 6 pre-final hardbound copies for review and comment. Provide 6 hard bound final copies and 3 copies of the source files on a CD-RW.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**THIS SECTION NOT USED**

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**THIS SECTION NOT USED**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.2.3-41    Performing Work (July 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least 25 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

**3.10.1-9      Stop-Work Order (October 1996)**

**3.10.1-11     Government Delay of Work (April 1996)**



**PART I - SECTION G****CONTRACT ADMINISTRATION DATA****SO-G-1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer may designate Government personnel to act as their authorized representative for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth elsewhere in the contract by separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

(End of clause)

**SO-G-2 MODIFICATION PROPOSALS-PRICE BREAKDOWN**

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

**SO-G-3 INVOICES - SERVICES**

Payments to the contractor for work performed under this contract will be made monthly in arrears in accordance with Clause 3.3.1-1, Payments, and 3.3.1-17, Prompt Payment. The contractor shall submit one invoice for each contract term (i.e., October 1, 2005, through September 30, 2006 - 12 months @ \$X.00 = \$XX.00), and annually for any option years exercised by the government. The invoice should be delivered to the Contracting Officer's Technical Representative (COTR) as designated by the Contracting Officer for certification that the services were received, date-stamped by the designated individual, certified, then delivered to the Contracting Officer for approval prior to submission to the FAA Accounting Office for payment.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**SO-H-1 SECURITY REQUIREMENTS**

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys, Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

**SO-H-2 ESCORT REQUIREMENTS (per FAA Order 1600.72, 04/04/01)**

Performance under this contract requires he contractor employees and subcontractors, at all times while on the work site or other FAA premises, to be escorted by the Contracting Officer's Representative ("COR"), or another person designated by the Contracting Officer. The escort must keep the escort required Contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The Contractor agrees that no Contractor employee and subcontractor shall be permitted to be present on the work site or other FAA premises unless properly escorted as provided herein. Because of the escort requirement, no background checks are required. However, the FAA reserves the right to conduct further investigations if necessary.

Before the Contracting Officer will issue a Notice to Proceed, the Contractor shall submit a transmittal letter referencing the contract number to the Contracting Officer, who shall forward to the Servicing Security Element ("SSE"), a written listing of the name, date of birth, place of birth, and social security number of each Contractor and subcontractor employee who may be present on the work site or FAA facility.

(End of clause)

**SO-H-3 SUPERVISION**

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times when the contract work is in progress. It is the policy of the Federal Aviation Administration that Government supervision of the Contractor's employees, directly or indirectly, shall not be exercised.

(End of clause)

**SO-H-4 PAYMENT BY ELECTRONIC TRANSFER OF FUNDS**

All payments made under the contract shall be by electronic transfer of funds. At time of contract award, the contractor will be furnished necessary documents to identify the information necessary to accomplish the electronic transfer of payments.

(End of clause)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1      **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2      Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5      Disclosure of Conflicts of Interest (May 2001)**
- 3.2.2.3-8    Audit and Records (July 2004)**
- 3.2.2.3-33   Order of Precedence (July 2004)**
- 3.2.2.3-37   Notification of Ownership Changes (July 2004)**
- 3.2.2.7-6    Protecting the Government's Interest when Subcontracting with Contractors**
- Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1      Officials Not to Benefit (April 1996)**
- 3.2.5-3      Gratuities or Gifts (January 1999)**
- 3.2.5-4      Contingent Fees (October 1996)**
- 3.2.5-5      Anti-Kickback Procedures (October 1996)**
- 3.2.5-7      Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8      Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1      Payments (April 1996)**
- 3.3.1-6      Discounts for Prompt Payment (April 1996)**
- 3.3.1-7      Limitation on Withholding of Payments (April 1996)**
- 3.3.1-9      Interest (January 2008) (January 2008)**
- 3.3.1-15     Assignment of Claims (April 1996)**
- 3.3.1-17     Prompt Payment (January 2008) (January 2008)**
- 3.3.2-1      FAA Cost Principles (October 1996)**
- 3.4.1-13     Errors and Omissions (July 1996)**
- 3.6.2-1      Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003)**
- 3.6.2-2      Convict Labor (April 1996)**
- 3.6.2-9      Equal Opportunity (August 1998)**
- 3.6.2-12     Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13     Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14     Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**
- 3.6.2-15     Evaluation of Compensation for Professional Employees (April 1996)**
- 3.6.2-16     Notice to the Government of Labor Disputes (April 1996)**
- 3.6.2-28     Service Contract Act of 1965, as Amended (April 1996)**
- 3.6.2-31     Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)**
- 3.6.3-1      Clean Air and Water Certification (April 2000)**
- 3.6.3-2      Clean Air and Clean Water (April 1996)**
- 3.6.4-2      Buy American Act-Supplies (July 1996)**
- 3.8.2-9      Site Visit (April 1996)**
- 3.10.1-7     Bankruptcy (April 1996)**
- 3.10.1-12    Changes-Fixed-Price (April 1996)**

- 3.10.1-24 Notice of Delay (November 1997)**
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (April 1996)**
- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-75 Requests for Contract Information (July 2004)**

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

[End of Provision]

#### **3.3.1-33 Central Contractor Registration (January 2008) (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the

CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT

information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and



method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim

item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract

dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

### **3.13-5      Seat Belt Use by Contractor Employees (January 1999)**

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

### **3.14-2      Contractor Personnel Suitability Requirements (July 2006)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

<u>Position</u>	<u>Risk Level</u>
Lead Engineer	5
Engineer	1

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- Two fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

**Federal Aviation Administration  
Attn: Kiersten Sellers, ASO-52  
1701 Columbia Avenue  
College Park, GA 30337**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of clause)

### **3.14-3 Foreign Nationals as Contractor Employees (July 2006)**

(a) Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card

Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of clause)

### **3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2006)**

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Charles Phillips, FAA Security Investigations Division, ASO-700, Telephone: (404) 305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the federal facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Attn: Kiersten Sellers, ASO-52, 1701 Columbia Avenue, College Park, Georgia 30337**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Contracting Officer. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting **Kiersten Sellers at (404) 305-5790**.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

(End of clause)

### **3.14-5 Sensitive Unclassified Information (SUI) (July 2007)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;



- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at [www.fedteds.gov](http://www.fedteds.gov).
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
- (4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR ([www.ccr.gov](http://www.ccr.gov)) prior to seeking access to SUI through FedTeDS.
- (5) Instructions and guides on usage of FedTeDS can be found at [www.fedteds.gov](http://www.fedteds.gov).

(End of clause)

**PART III - SECTION J  
LIST OF ATTACHMENTS**

**3.2.2.3-44 Physical Data (July 2004)**

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations by the designers.

(b) Weather conditions shall have been observed by the contractor so as to become familiar with the locally prevailing weather conditions under which he/she will be required to perform this work. Complete weather records are available from the nearest office of the National Weather Service.

(c) Transportation facilities are by public highway. Contractor shall become familiar with existing conditions and limitations applicable to construct site access.

**SO-J-1 WAGE RATE DETERMINATIONS (Attachment 1) –*actual determinations provided electronically***

**SO-J-2 CERTIFICATION OF INVOICE (Attachment 2)**

**SO-J-3 VENDOR ENTRY FORM (Attachment 3)**

**SO-J-4 BUSINESS DECLARATION FORM (Attachment 4)**

**SO-J-5 CUSTOMER SURVEY FORM (Attachment 5)**

**SO-J-6 LOCATIONS AND DIRECTIONS (Attachment 6) - electronic**

**SO-J-7 DRAWINGS (3) (Attachment 7) - electronic**

**SO-J-8 TDWR SITE INFORMATION (Attachment 8) - electronic**

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.2.3-35    Annual Representations and Certifications (July 2004)**

**3.2.5-2        Independent Price Determination (October 1996)**

**3.6.2-5        Certification of Nonsegregated Facilities (April 1996)**

**3.6.3-10      Certification of Toxic Chemical Release Reporting (August 1998)**

**3.2.2.3-10    Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_,  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other  
\_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

(End of provision)

**3.2.2.3-15    Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-22    Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-70 Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(f)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. \_\_\_\_\_

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### **3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1      False Statements in Offers (July 2004)**
- 3.2.2.3-12     Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13     Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14     Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16     Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17     Preparing Offers (July 2004)**
- 3.2.2.3-18     Prospective Offeror's Requests for Explanations (July 2004)**
- 3.2.2.3-19     Contract Award (July 2004)**
- 3.2.2.3-20     Electronic Offers (July 2004)**
- 3.6.2-35       Prevention of Sexual Harassment (August 1998)**

**3.2.4-1      Type of Contract (April 1996)**

The FAA contemplates award of a Firm-Fixed Price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3      Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.



(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)**

The NAICS code for this acquisition is 541330, Engineering Services and the small business size standard is \$4.5 million average annual receipts over the past 3 fiscal years.

(End of provision)

**SO-L-2 REQUIRED DOCUMENTS**

The contractor SHALL return the following completed documents as part of its offer:

- a) Standard Form 33, Solicitation, Offer, and Award
- b) Standard Form 36, Continuation Sheet, Schedule of Bid Items
- c) Section K, Representations, Certifications, & Other Statements of Offerors
- d) Business Declaration (Attachment X)
- e) Past Experience

List all customers and facilities for which you had contracts to provide janitorial services for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had janitorial projects for the last five years.

#### h) Customer Surveys

Arrange for at least three (3) past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. See Attachment 2.

#### i) Work in Progress

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

#### j) Available Resources

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

#### k) Financial information

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

l) A statement as to whether your firm has received any notices of potential termination for default, cure notices, or show cause within the past three years, including the circumstances and outcome.

**SO-L-3 SITE VISIT**

To arrange for a site visit, please refer to the list of TDWR sites entitled "DTFASO-08-R-00014, Locations and Directions" attached. There are 47 sites that are listed to be surveyed.

(End of provision)

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### 3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)

In addition to other factors, the FAA (we, us) will evaluate offers on the basis of advantages and disadvantages to us that might result from making more than one award (multiple awards). We estimate that our administrative cost for issuing and administering each contract awarded under this SIR is \$500. We will make individual awards for the items or combinations of items that result in the lowest aggregate cost to us, including the assumed administrative costs.

(End of provision)

(1) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA considering the following factors which are listed in relative order of importance:

**a. Past Experience.** The contractor shall demonstrate past experience in performing similar work. Performance includes, but is not limited to: (1) quality of work; (2) timeliness; (3) effectiveness of management. Prior past performance and experience working in FAA facilities will be given added consideration. Also, if your firm does not demonstrate that it has acceptable past experience, then the FAA reserves the right to discontinue further evaluation of the other criteria for that particular firm.

**b. Ability to meet the Contract Requirements in Terms of Other Commitments and Availability of Resources and Equipment to Perform the Work.** The FAA will consider the contractor's ability to handle the project based on contractor existing workload, and availability of personnel and equipment to perform the work.

**c. Past Performance, Business Practices, & Customer Satisfaction.** This factor includes, but is not limited to, maintenance of good customer relations and motivation to perform well, ability to work effectively with owner, cooperation in solving price increases or proposing credits, timeliness of payments to subcontractors, and promptness, completeness, and accuracy of written submissions. The Government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

(End of provision)

**WAGE DETERMINATIONS FOR DTFASO-08-R-00014, TDWR SITE  
INVESTIGATION AND TECHNICAL ANALYSIS FOR ALL FAA SITES IN USA**

Attachment 1

1. General Decision No. 2005-2023 dated 09/27/2007, Maricopa County, **Phoenix, AZ** - 9 pgs.
2. General Decision No. 2005-2081 dated 09/27/2007, Denver County, **Denver, CO** - 9 pgs.
3. General Decision No. 2005-2103 dated 07/05/2007, Washington Statewide, Prince George County, Saint Mary's County, & Loudon County - **Washington, DC, Baltimore, Maryland & Virginia** - 9 pgs.
4. General Decision No. 2005-2111 dated 08/16/2007, Broward & Palm Beach County - **Ft. Lauderdale & Palm Beach, FL** - 9 pgs.
5. General Decision No. 2005-2123 dated 09/25/2007, Orange County, **Orlando, FL** - 9 pgs.
6. General Decision No. 2005-2119 dated 08/16/2007, Dade County, **Miami, FL** - 9 pgs.
7. General Decision No. 2005-2125 dated 09/28/2007, Hillsborough County, **Tampa, FL** - 9 pgs.
8. General Decision No. 2005-2133 dated 10/04/2007, Fulton County, **Atlanta, GA** - 9 pgs.
9. General Decision No. 2005-2167 dated 10/11/2007, Cook County, **Chicago, IL** - 9 pgs.
10. General Decision No. 2005-2193 dated 05/29/2007, Marion County, **Indianapolis, IN** - 9 pgs.
11. General Decision No. 2005-2215 dated 08/23/2007, Sedgwick County, **Wichita, KA** - 9 pgs.
12. General Decision No. 2005-2307 dated 09/21/2007, Wyandotte County, **Kansas City, KA** - 9 pgs.
13. General Decision No. 2005-2413 dated 08/02/2007, Boone County, **Cincinnati, KY** - 9 pgs.
14. General Decision No. 2005-2223 dated 07/31/2007, Jefferson County, **Louisville, KY** - 9 pgs.
15. General Decision No. 2005-2233 dated 05/29/2007, Orleans County, **New Orleans** - 9 pgs.
16. General Decision No. 2005-2255 dated 07/05/2007, Suffolk County, **Boston, MA** - 9 pgs.
17. General Decision No. 2005-2273 dated 10/11/2007, Wayne County, **Detroit, MI** - 9 pgs.
18. General Decision No. 2005-2287 dated 08/15/2007, Hennepin County, **Minneapolis, MI** - 9 pgs.
19. General Decision No. 2005-2309 dated 08/02/2007, St. Louis County, **St. Louis, MO** - 9 pgs.
20. General Decision No. 2005-2391 dated 08/02/2007, Mecklenburg County, **Charlotte, NC** - 9 pgs.

WAGE DETERMINATIONS FOR DTFASO-08-R-00014, TDWR SITE  
INVESTIGATION AND TECHNICAL ANALYSIS FOR ALL FAA SITES IN USA

21. General Decision No. 2005-2401 dated 08/02/2007, Durham County, **Raleigh-Durham, NC** - 9 pgs.
22. General Decision No. 2005-2353 dated 09/26/2007, Essex County, **Newark, NJ** - 9 pgs.
23. General Decision No. 2005-2331 dated 08/17/2007, Clark County, **Las Vegas, NV** - 9 pgs.
24. General Decision No. 2005-2375 dated 09/26/2007, Queens County, **New York, NY** - 9 pgs.
25. General Decision No. 2005-2415 dated 07/18/2007, Cuyahoga County, **Cleveland, OH** - 9 pgs.
26. General Decision No. 2005-2417 dated 07/18/2007, Franklin County, **Columbus, OH** - 9 pgs.
27. General Decision No. 2005-2419 dated 06/15/2007, Montgomery County, **Dayton, OH** - 9 pgs.
28. General Decision No. 2005-2431 dated 09/28/2007, Oklahoma County, **Oklahoma City, OK** - 9 pgs.
29. General Decision No. 2005-2433 dated 08/15/2007, Tulsa County, **Tulsa, OK** - 9 pgs.
30. General Decision No. 2005-2447 dated 08/02/2007, Perry County, **Philadelphia, PN** - 9 pgs.
31. General Decision No. 2005-2451 dated 10/11/2007, Allegheny County, **Pittsburgh, PN** - 9 pgs.
32. General Decision No. 2005-2461 dated 07/27/2007, Statewide, **San Juan, PR** - 9 pgs.
33. General Decision No. 2005-2497 dated 08/23/2007, Davidson County, **Nashville, TN** - 9 pgs.
34. General Decision No. 2005-2495 dated 08/17/2007, Shelby County, **Memphis, TN** - 9 pgs.
35. General Decision No. 2005-2509 dated 08/21/2007, Dallas County, **Dallas, TX** - 9 pgs.
36. General Decision No. 2005-2513 dated 08/21/2007, Tarrant County, **Ft. Worth, TX** - 9 pgs.
37. General Decision No. 2005-2515 dated 08/16/2007, Harris County, **Houston, TX** - 9 pgs.
38. General Decision No. 2005-2531 dated 08/14/2007, Salt Lake County, **Salt Lake City, UT** - 9 pgs.
39. General Decision No. 2005-2581 dated 09/27/2007, Milwaukee, **Milwaukee, WI** - 9 pgs.

## CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

----- Contractor	----- Name
----- Contract Number	----- Title
----- Invoice Number	----- Date

**Delphi Vendor Entry Worksheet****\*\* Bold/Yellow indicates required fields \*\***

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

COMPANY CLASSIFICATION: ☐ Small ☐ Large ☐ Disadvantage ☐ Women-Owned  
SUPPLIER NAME: \_\_\_\_\_ ☐ New ☐ Modifying

TAXPAYER ID: \_\_\_\_\_ DUNS or DUNS + 4 NO. \_\_\_\_\_

CLASSIFICATION/TYPE: ☐ No Cost Lease/Award ☐ Vendor ☐ Federal Agency

FEDERAL AGENCY LOCATION CODE (ALC): \_\_\_\_\_ \* For New Agencies

GENERAL: Parent Supplier Name: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

ORGANIZATION TYPE: ☐ Corporation ☐ Government Agency  
☐ Individual ☐ Partnership  
☐ Foreign Corp / Govt Agency / Indiv / Partner  
☐ Reimbursable Non-Govt (Supplier/Grant Sponsor/State & Local Govt)CCR: VENDOR IS REGISTERED: ☐ Yes ☐ NoSUPPLIER SITES: (Additional sites or additional Tax Reporting Address forward as attachment)  
☐ New ☐ Adding Site ☐ Modifying SiteSupplier Number: \_\_\_\_\_ Supplier Site Name: \_\_\_\_\_  
Country: United States Other: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
County: \_\_\_\_\_ Zip Code: \_\_\_\_\_PAYMENT: Payment Method: Electronic ☒ Check ☐ (Waiver Required)**SITE USES AND TELEPHONE:**Purchasing Site ☐ Pay Site ☐ Primary ☐  
Voice (Area Code & Number) \_\_\_\_\_  
Fax (Area Code & Number) \_\_\_\_\_

Note: Provide this information only if obtained at Contract award.

**SUPPLIER CONTACTS:**1. Last Name: \_\_\_\_\_ First: \_\_\_\_\_ MI \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
2. Last Name: \_\_\_\_\_ First: \_\_\_\_\_ MI \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_BANK: Bank Name: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Bank ABA Routing No: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Type: Checking ☐ Savings ☐

EFT Form → Fax to (404) 305-5774



## **BUSINESS DECLARATION**

Tax Identification No.:

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_      ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (Certification letter attached)      ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
7. Nature of Business (Specify major services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes      ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.  
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS  
OF 18 USCS 1001.**

12. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

**PAST PERFORMANCE SURVEY**

Page 1 of 4

To: \_\_\_\_\_ (POC)  
 \_\_\_\_\_ (Firm's Name)  
 \_\_\_\_\_ (Telephone No.)  
 \_\_\_\_\_ (Fax No.)

My firm, \_\_\_\_\_, is currently bidding for a contract with the Federal Aviation Administration, Southern Region. I am requesting a performance reference. It would be greatly appreciated if you would take 5 or 10 minutes to complete the following information and via fax within three (3) days of receipt to my attention at: Fax \_\_\_\_\_.

If you have any questions or comments, feel free to contact me. Thank you in advance for your assistance.

Sincerely,

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Respond to the following on a scale of 1 to 5, with 3 being average or acceptable, and 5 being best.**

1. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirements and to successfully solve problems? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
2. To what extent did the contractor respond positively and promptly to technical direction, contract change orders, etc.? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
3. How reliably did the contractor follow through on commitments? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
4. To what extent did the contractor's management system provide visibility into problems and risks? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
5. How responsive do you think the contractor was to information requests, issues, or problems during the course of the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

**PAST PERFORMANCE SURVEY**

Page 2 of 4

6. How effective has the contractor been in identifying user requirements?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
7. To what extent did the contractor have the ability to administer and manage the contract?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
8. To what extent did the contractor issue professional correspondence?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
9. How well did the contractor adhere to the Statement of Work? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
10. What was your level of satisfaction with the contractor's management and support staff?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
11. What was your level of satisfaction with the contractor's Supervisor(s)?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
12. To what extent did the contractor submit required reports and documentation in a timely manner?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
13. To what extent were the contractor's reports and documentation accurate and complete?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
14. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and of appropriate content?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
15. To what extent did the contractor comply with safety requirements?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
16. What was your level of satisfaction with the contractor's overall quality of service?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
17. To what extent was the contractor effective in interfacing with the Government staff?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
18. What was your level of overall customer satisfaction? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
19. To what extent were the contractor's employees experienced and qualified?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

**PAST PERFORMANCE SURVEY**

Page 3 of 4

**Respond: Yes or No.**

20. Were there any cure notices issued? Yes: \_\_\_\_ No: \_\_\_\_
21. Was contractor pro-active? Yes: \_\_\_\_ No: \_\_\_\_
22. Did contractor suggest cost-saving changes? Yes: \_\_\_\_ No: \_\_\_\_
23. Would you recommend this contractor? Yes: \_\_\_\_ No: \_\_\_\_

**For Federal contracts:**

24. Were there any Labor Department Investigations? Yes: \_\_\_\_ No: \_\_\_\_

24a. If yes, please describe reason and final outcome.

\_\_\_\_\_

25. Were there any safety investigations? Yes: \_\_\_\_ No: \_\_\_\_

25a. If yes, please describe reason and final outcome.

\_\_\_\_\_

26. Were there any security investigations? Yes: \_\_\_\_ No: \_\_\_\_

26a. If yes, please describe reason and final outcome.

\_\_\_\_\_

27. Was there a partial or complete termination for default or convenience?

Yes: \_\_\_\_ No: \_\_\_\_

27a. If yes, please describe reason and final outcome.

\_\_\_\_\_

28. Are there any pending terminations? Yes: \_\_\_\_ No: \_\_\_\_

29. What is/was the duration of the contract? \_\_\_\_\_

**PAST PERFORMANCE SURVEY**

Page 4 of 4

30. Were there any performance issues regarding the contractor's work? If yes, please describe.

---

---

---

---

---

Please provide other comments:

---

---

---

---

---

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## TDWR Site Information

Attachment 8

Airport Designation	Airport	State
PHX	PHOENIX	AZ
DEN	DENVER INTERNATIONAL AIRPORT	CO Denver
DCA	WASHINGTON NATIONAL AIRPORT	DC
FLL	FT. LAUDERDALE	FL Broward
MCO	ORLANDO INTERNATIONAL AIRPORT	FL Orange
MIA	MIAMI INTERNATIONAL AIRPORT	FL Miami-Dade
PBI	WEST PALM BEACH	FL Palm Beach
TPA	TAMPA INTERNATIONAL	FL Hillsborough
ATL	ATLANTA HARTSFIELD	GA Fulton
MDW	CHICAGO - MIDWAY	IL Cook
ORD	CHICAGO O'HARE	IL Cook
IND	INDIANAPOLIS AIRPORT	IN Marion
ICT	WICHITA MID-CONTINENT	KA Sedgwick
MCI	KANSAS CITY INTERNATIONAL AIRPORT	KA Wyandotte
CVG	CINCINNATI	KY Boone
SDF	LOUISVILLE	KY Jefferson
MSY	NEW ORLEANS	LA Orleans Parish
BOS	LOGAN INTERNATIONAL AIRPORT	MA Suffolk
ADW	ANDREWS AIR FORCE BASE	MD Prince Georges
BWI	BALTIMORE-WASHINGTON INTERNATIONAL AIRPORT	MD Saint Mary's
DTW	DETROIT	MI Wayne
MSP	MINNEAPOLIS	MN Hennepin
STL	LAMBERT INTERNATIONAL AIRPORT	MO St. Louis
CLT	CHARLOTTE/DOUGLAS	NC Mecklenburg
RDU	RALEIGH DURHAM	NC durham
EWR	NEWARK	NJ Essex
LAS	MC CARRAN INTERNATIONAL AIRPORT	NV Clark
JFK	NEW YORK JOHN F. KENNEDY	NY Queens
CLE	CLEVELAND AIRPORT	OH Cuyahoga
CMH	COLUMBUS	OH Franklin
DAY	DAYTON	OH Montgomery
OEX	AERONAUTICAL CENTER (ACADEMY)	OK Oklahoma
OKC	OKLAHOMA CITY	OK Oklahoma
PSF	PROGRAM SUPPORT FACILITY	OK Oklahoma
TUL	TULSA	OK Tulsa
PHL	PHILADELPHIA INTERNATIONAL AIRPORT	PN Perry
PIT	PITTSBURGH	PN Allegheny
SJU	SAN JUAN	PR
BNA	NASHVILLE	TN Davidson
MEM	MEMPHIS	TN Shelby
DAL	DALLAS LOVE FIELD	TX Dallas
DFW	DALLAS FORT WORTH	TX Tarrant
HOU	HOUSTON HOBBY	TX Harris
IAH	HOUSTON INTERCONTINENTAL	TX Harris
SLC	SALT LAKE CITY	UT Salt Lake
IAD	WASHINGTON DULLES	VA Loudon
MKE	GENERAL MITCHELL AIRPORT	WI Milwaukee

Note: The sites are in proximity to the airport indicated.  
Complete instructions to access the sites will be given after  
award of contract.

Use <http://www.airnav.com/airports/> for airport information.

